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The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

VOL. LXXIII. No. 13 [PAGES 197 TO 208]. **Saturday, March 30, 1929.** PRICE 1s.

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The Solicitors' Journal

(ESTABLISHED 1857.)

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Current Topics.

Our Legal Historians.

EDMUND BURKE, who always took a keen interest in legal matters, deplored the absence of a history of English law and its development from rude beginnings to the more complex condition in which it was in his day. No such work as he desiderated came, however, till our own times. It is true that, shortly after BURKE'S time, JOHN REEVES, a laborious writer, published a History of English Law in several volumes, his object being to furnish the student with a guide to "Coke upon Littleton"; but REEVES' work, as was inevitable at the time it was written, did not treat the subject scientifically or with that fulness which was necessary to make it a real contribution to the subject. It was reserved for Sir FREDERICK POLLOCK and the late Professor MAITLAND to present us with a scholarly historical treatment of the subject; but so enamoured were these learned writers of the earlier stage of the law's development that they limited the scope of their work to the period before EDWARD I. No one who opens the volumes of POLLOCK and MAITLAND can fail to be impressed by the amount of research involved in their preparation or by the skill with which the results are presented. It was a great and lasting contribution to the story of English law within the limits laid down by the learned authors; but many were interested in the subject who considered that the history of English law did not suddenly cease when EDWARD I came to the throne, and would fain have the story carried on even to our own day. Happily Professor HOLDSWORTH, who has all the keenness of interest in the subject that MAITLAND had, and who possesses a charm of style equal to that of his distinguished predecessor, undertook the task of recounting anew the rise and development of the system as we now have it, making use of all the material that researchers both here and in the United States have made available for the student. His work runs into many volumes, the very number of which may be apt to deter some readers from embarking on their perusal. This objection has, of course, to be reckoned with, and some may be disposed to regard Professor HOLDSWORTH'S scholarly volumes as books to be referred to rather than read through. It is therefore satisfactory to find that Professor JENKS, who also is a writer who knows the subject thoroughly, succeeded in compressing it within the compass of a single volume. His new edition, which deals with the history of the law from the earliest times to the end of 1927, thus including the post-war property legislation, will prove not only fascinating in itself but a valuable introduction to the larger works of which mention has been made. In them, as in Professor JENKS' book, we have at last the kind of work that BURKE would have welcomed with avidity.

The Age of Marriage.

THE AGE OF MARRIAGE BILL, which is now being considered before a Select Committee of the House of Lords, raises some very difficult questions. The Bill makes all marriages void where one person is under the age of sixteen. Without going into the merits of the scheme, it would seem that the Bill would, if passed into law, raise questions very similar to those which are, or may be, raised in the United States on a marriage between a "white" and a "negro." All such marriages are void notwithstanding that the "negro" may have less negro blood in him or her than an octoroon, and may be totally unaware of the "taint." Great hardship is therefore often caused in such cases. Whether the present Bill would, if passed into law, cause similar hardships, cannot, of course, be foretold, but it is noteworthy that in most of the more advanced foreign countries the age of marriage is fixed as high, if not higher, than the proposed age. Moreover strong opposition has been raised to the suggestion that the Bill should be amended so as to make such marriages merely voidable, not void. Up to the present the English law, which in this respect follows the canon law, has fixed the age of matrimonial consent at fourteen in the male and twelve in the female, on the assumption that the sexes are at those respective ages capable of appreciating the responsibilities and performing the duties of marriage. But at common law persons could marry at any age and were husband and wife until disaffirmance even if they married under the age of consent. Even as the law stands now there are good reasons to believe that marriages under the age of consent are only voidable.

Uncertificated Solicitor.

QUESTIONS RELATING to costs, of considerable interest to solicitors, were raised before the Divisional Court in the case of *H. Burgess* v. *C. W. Slaney*, on the 22nd March. The matter was on appeal from Brentford County Court where the plaintiff had claimed damages from the defendant, a solicitor, for negligence in the conduct of an action in which the solicitor had appeared for him. In the action for damages for negligence brought against the solicitor, he, the solicitor, had briefed counsel to defend him, and in the result the learned County Court judge, Judge ARCH GREEN, K.C., held that it had been abundantly proved that there had been no negligence on the part of the defendant in the conduct of the plaintiff's previous action, and that he had acted in every way in the interests of his client, and he gave judgment in his favour, with costs. The appeal from this decision to the Divisional Court was, on its general grounds, dismissed, but Mr. F. E. SUGDEN, for the appellant, submitted that the respondent solicitor was not entitled to any costs because at the material time he was incapable of appearing as solicitor for himself and briefing counsel by reason of the fact that he had neither renewed his practising certificate and paid his renewal fee, nor complied with Order 54, r. 7, by signing the roll kept by the registrar of the court. Section 22 of the Solicitors Act, 1860, provides for the renewal of the solicitor's certificate every 16th November, a month's grace being given during which the certificate will be ante-dated to the 16th November, but if it

is not renewed within the month it is then dated from the actual date on which it is renewed. This last proviso was applicable to the defendant in the present case who, at the time he defended the action, was not, under the Act, qualified to practice as a solicitor, and in view of that position Mr. Justice ROCHE deprived him of the costs of the appeal, except the costs of drawing up the order. This case should certainly serve as a warning to solicitors to take out their practising certificates within time, and moreover, two further unpleasant consequences may follow—The Law Society, if they so desired, might take up the matter, and also, s. 12 of the Attorneys and Solicitors Act, 1874, provides for a penalty of £10. Another part of the notice of appeal in the present case dealt with objections to the taxation of costs which took place after the action had failed. In respect of that matter, said Mr. Justice ROCHE, they had not been shown where, or by virtue of what section, there was given any right of appeal to the Divisional Court. There was no section which gave that right of appeal which was a matter in the discretion of the registrar.

Collecting a Crowd.

CHELSEA, DESPITE its artistic associations, is not Hollywood, and the appearance in public there of film actors engaged in the making of a moving picture has apparently, for a number of the community, an irresistible attraction which might well draw a superior smile of indulgence from the lips of the film-seasoned citizens of Hollywood. So large, indeed, was the crowd which gathered recently in Royal Avenue, King's-road, Chelsea, to watch the efforts of a number of film actors, that vehicular traffic was impeded and the footway blocked, with the result that one of the actors, ERIC HALES, was later charged at Westminster Police Court with wilfully obstructing the free passage of the highway. He was convicted and fined 40s., and two guineas costs. The legal position in regard to a nuisance of this nature is indisputably clear, and has been laid down in a number of cases, and in principle, in order to make a defendant liable, it is not necessary that the nuisance must be the inevitable result of his act, it is sufficient if the probable consequence of his act will lead to a nuisance. In *Barber* v. *Penley*, 37 SOL. J., 355; 1893, 62 L.J., Ch. 623, it was held, that the performance every night at a theatre of a particular piece might cause such a nuisance, by reason of the crowd attracted to the theatre entrance obstructing the access to adjoining premises, as to justify an injunction to restrain the performance, and that, moreover, there was no difference of principle in that respect between entertainments carried on out of doors or inside a building. This last statement is particularly applicable to the facts of the present case, which, it is understood, is regarded in the film industry in the light of a test of the extent to which official restrictions will be imposed on "shooting" London scenes and events. The broad general principles governing these classes of cases, however, are perfectly definite, but the matter must, of course, be a question of degree, ten persons not perhaps constituting a nuisance, while 100 might clearly be so, but in any case, once nuisance is established, no particular trade or occupation is entitled, or is likely to be shown undue leniency, the rights of the public being paramount to those of private individuals in such circumstances as the present.

Costs in Rent Restriction Cases.

ATTENTION MIGHT usefully be drawn to the new Rent Restrictions Rules with regard to costs (S.R. & O., 1928, No. 970/L30). These rules, however, do not affect actions, but only applications under the Rent Acts, e.g., applications for apportionment, and applications under s. 11 (1) of the Rent and Mortgage Interest Restrictions Act, 1923, which sub-section provides that the county court shall have power on the application of a landlord or a tenant to determine summarily any question as to the amount of the rent, standard rent or net rent of any dwelling-house . . . or as to the increase of rent permitted. These applications are ordinarily heard by the registrar, but may be made direct to the judge, or referred by the registrar to the judge, under r. 7 of the Increase of Rent, etc. Rules, 1920. The costs of these applications were previously governed by r. 16 of the above Rules of 1920. Under that rule the court has power to fix the amount of the costs that should be paid, or else to direct that they should be paid on the scale applicable to an *interlocutory application* in an action for an amount, varying however according to the nature of the application. Thus in the case of an application for an apportionment, the amount was the sum equivalent to one-half of the annual rent or rateable value apportioned to the premises, and in the case of an application for an order authorising a mortgagee to call in and enforce the mortgage, the amount was the amount of the principal sum secured. An uniform method of awarding costs is now made applicable to all applications, whatever their nature, which may be made under the Rent Acts. Under the new rule which repeals sub-ss. (2), (3), (4) and (5) of r. 16 of the old rule (i.e., r. 16 of the 1920 Rules) the court may either fix the amount of the costs, as it had power to do previously, or else direct the scale on which they are to be taxed, and in default of such direction the costs are to be taxed upon column A of the higher scale. It should be noted, however, that the fees to be allowed on the appropriate scale will not be such as are allowed on interlocutory applications, the costs being taxed as in the case of actions. It seems, however, as the court still has an absolute discretion in the matter, that no costs may be allowed even to a successful party. The new rules will be welcomed by both branches of the legal profession, since it is an undoubted fact that some of the most vexed questions of law are liable to arise on such applications, and that the costs that could previously be allowed were in most cases entirely inadequate

Mr. Raphael Roche and the Apothecaries Act.

IN AN interview in an evening newspaper, Mr. RAPHAEL ROCHE, possibly as famous in his own line as Sir HERBERT BARKER in his, states that he had never heard either of the Apothecaries Society or the Apothecaries Act, 1815, until the former threatened him for "flagrant breaches" of the latter. Ordinary people might well suppose apothecaries and chirurgeons to be extinct, and superseded by the qualified medical practitioner. But the Apothecaries Act, 1815, is still in force, and s. 20 prohibits uncertificated persons from practising as apothecaries under the maximum penalty of £20. From *Apothecaries Company* v. *Jones*, 1893, 1 Q.B. 89, it would appear that the irregular practitioner cannot be fined more than £20 for one day's work, however many patients he may advise, though possibly he might be fined £20 for each day of his illegal business. The original function of the apothecary seems to have been the dispensing of medicines prescribed by a physician, but presently he, in some way, acquired the right of prescribing himself as well. As appears from the judgment of LAWRENCE, J., in *Hunter* v. *Clare*, 1899, 1 Q.B. 635, every medical practitioner must now be qualified as physician, surgeon, and apothecary, though from that case it appears that a licentiate of the Society of Apothecaries, entitled as such to be registered as a medical practitioner, is not also entitled to call himself a physician or surgeon. As to the nature of the monopoly of an apothecary, a monopoly which has now passed to the medical profession, reference may be made to *Apothecaries Company* v. *Allen*, 1833, 4 B. & Ad. 625, to the effect that an unregistered person who may possibly nevertheless prescribe, must not both prescribe and dispense his own prescriptions. The position of chemists is stated by BEST, C.J., in *Allison* v. *Haydon*, 1828, 4 Bing. 619, at p. 621, and in *Apothecaries Company* v. *Nottingham*, 1876, 34 L.T. 76. From these cases it appears that they may dispense but not advise. Possibly they may advise the purchase of a patent medicine, already made up. Perusal of these cases may lead to the conclusion that a large number of chemists infringe the Act, just as a large number of motorists travel at the rate of

over twenty miles an hour. The motives of the medical profession, acting through the Apothecaries Society, and with the ancient weapon of the Act of 1815, in threatening Mr. ROCHE in this way are not of course matter for comment in these pages, and if the Act is oppressive, it is for Parliament to amend it.

Claim to Trial by Jury.

DEFENDANTS WHO have consented to be dealt with summarily for indictable offences are sometimes allowed to change their minds, and equally the court may decide to commit for trial, although the defendant has consented to be dealt with summarily (*R.* v. *Hertfordshire JJ.* 1911, 1 K.B. 612; 75 J.P. 91). The position is, however, different when a case falls within s. 17 of the Summary Jurisdiction Act, 1879, which deals with summary offences which may become indictable at the election of the accused. It would be difficult to argue that the accused has any right to change his mind or that the court would be justified in allowing him to do so. A case in point occurred recently in a Metropolitan police court. A man was charged with being drunk in charge of a motor car, upon which he could, of course, claim to be tried by a jury. In accordance with sub-s. (2) of s. 17, the position was explained to the defendant before the charge was gone into, and he elected to be tried summarily. He pleaded not guilty, some evidence was given, and he was remanded. At an adjourned hearing he was represented by a solicitor, who asked that he might withdraw his election and claim to be tried by jury instead. The magistrate decided that he had no power to alter this. He pointed out that s. 17 (1) says that the defendant may make his claim to trial by jury "on appearing before the court and before the charge is gone into, but not afterwards." The words "but not afterwards" seemed to negative the right to re-open the question of choice of tribunal. Indeed, the magistrate also suggested it might be open to the defendant himself to submit at the court of quarter sessions, if he were committed there, that that court could have no jurisdiction because the defendant had been wrongly allowed to make his claim after the case had been gone into. This, of course, the magistrate agreed, was a point which the defendant's present advisers would not take; but possibly he might change his advisers, and new ones might feel it their duty to raise the question on behalf of their client.

The Report of the Royal Commission on Police Powers.

THIS REPORT deals with matters which are of grave concern both to the public and the legal profession, and the fact that it exonerates the police force as a body from the injustice and oppression which have been alleged against them may be regarded as most reassuring. The criticisms and recommendations contained in its 150 pages cannot be fully discussed here, but perhaps we may be allowed to point out that the Commission's emphasis on the great danger of requiring the police to enforce laws which are regarded as unfair by the general public follows, and follows closely, repeated warnings in our own pages. Thus, three years ago we wrote: ("Disregarded and Unenforced Laws," 70 SOL. J. 537) "The public connive at the obstruction of the police in motor traps, and help street bookmakers against them, and therein lies a greater danger either than in betting in shillings or proceeding at twenty-five miles an hour on a wide and empty road." In discussing street betting, the Commissioners observe, p. 80, "In our view the present state of the law is altogether anomalous, and so out of harmony with public opinion, that attempts to enforce it are bound to react on the morale of the police." At the time also we strongly deprecated the Home Secretary's instruction that the police should use their own discretion as to prosecutions for whist drives. In their comments on the law as to lotteries the Commissioners give their opinion, p. 81, that "it is unfortunate that by reason of defects in the law the police should be put in a position in which they must exercise a discretion as to whether the law is to be enforced or not, or as to the degree of strictness to be adopted in its enforcement. Any contempt for or laxity in the administration of the law tends to spread, and the respect for and observance of the law is correspondingly weakened." It is obvious that sooner or later some Government must have the courage to amend and consolidate the Gaming Acts and the statutes dealing with betting and lotteries. Paragraph 73, p. 29, contains the important recommendation as to the initial caution to be given by a police officer collecting evidence of a crime, and the very controversial matters arising on the control of night clubs will be found at pp. 43-45. There will no doubt be general agreement with the conclusion that to send young policemen into these clubs in disguise as agents provocateurs and spies is wholly objectionable, and the only alternative appears to be the power of entry which is recommended.

Magna Carta and the Casual Ward.

IT WAS with something of a shock that a Metropolitan magistrate, brought up from his earliest days at the Bar in awe of Magna Carta and in reverence for the liberty of the subject, realised to the full recently, when a case in point came before him, what powers Parliament and the Ministry of Health have seen fit to vest in the superintendents of the casual wards, acting nominally as delegates of the guardians. It was an unpleasant reminder too when he realised how much more unfettered are these superintendents in the exercise of their powers than he and his fellow magistrates. By s. 71 (2) of the Poor Law Act, 1927, "Where a casual poor person has been admitted on more than one occasion during one month into any casual ward of the same poor law union, he shall not be entitled to discharge himself before the hour of nine o'clock in the morning of the fourth day after his admission . . ." In other words where the "destitute wayfarer or wanderer," as the casual was termed in the elegant phraseology of the earlier Poor Law Acts, is forced to seek the kindly shelter of the casual ward twice in one month, he may be kept there for the next three days—four if a Sunday intervenes—which comes as near to imprisonment without trial without exactly being so as we can imagine. The superintendent is prosecutor and judge. If he knows the man, which is not improbable, he may "feed fat any ancient grudge" he may have against him. On the other hand, if he be mistaken, if for instance, now and then, he confuses one man for another or is not quite certain of his dates, he need have no qualms. Against his ruling there is no appeal. Compared with such powers as these, what is a magistrate left with which to plume himself? True he can inflict greater sentences, but in return for what restrictions? His court must be conducted in public; there must be evidence; the witnesses must be sworn, and without them he is powerless; there is the endless travail of the interpretation of the statutes and case law; whilst, after sentence is passed, there are the courts of appeal by no means loathe to criticise his handiwork or to upset it. The superintendent of the casual ward knows none of these impediments. His word is the last—except perhaps on some few occasions when he is confronted with an unusually determined character. It was one of these desperadoes who brought the question to the notice of the magistrate to whom we have referred. He had gone into the ward on a Saturday evening, and was dismayed to learn next day that he would not be discharged until the following Thursday morning. His plea that he knew of a job which he hoped would fall to his lot on the Monday was unavailing; so, too, that he did not know the law. Even casuals cannot escape that uncompromising presumption. But the man was not to be beaten. He refused to perform his allotted "task," and there was no other course but to bring him before the magistrate, who with an eye to the future explained the law with some care, and then hurried him out of the dock to go in search of the promised job.

Future Betting Prosecutions.

THE RECENT TOTALISATOR CASE.

THE advice that solicitors gave in the past to their bookmaking clients was never to receive any money before the race, and not to allow their clients to physically resort to their betting business premises, if they desired not to infringe the law. This advice was substantially correct. Although a bookmaker might allow a client to come to the business premises for "paying up," it was inadvisable to do so, because of the risk of the customer when he was on the premises for that purpose availing himself of the opportunity to "put something on" a future race.

This advice may possibly require to be reconsidered in view of the recent decision of the House of Lords in *Attorney-General* v. *Luncheon and Sports Club Limited*, 73 SOL. J. 148. Section 15 of the Finance Act, 1926, provides that betting duty should be levied and paid "on every bet made with a bookmaker," and the question in that case was whether bets had been made with the respondents, they being the only bookmakers alleged to be liable. It was admitted that the respondents were within the definition of a "bookmaker" contained in s. 18. This definition is that "bookmaker" means any person, who, whether on his own account or as servant or *agent* to any other person, carries on whether *occasionally* or regularly, the business of receiving or negotiating bets, or who in any manner holds himself out or permits himself to be held out in any manner as a person who received or negotiates bets. "Bet" means a bet on an event of any kind.

The respondents had provided a totalisator for the use of members of the club, charging for their trouble and risk 10 per cent. of the money, value of the bets recorded by the machine, and afterwards distributing the money. The respondents guaranteed the winnings. The result of transactions in a small way by means of a totalisator may be somewhat peculiar. One hundred members may have backed between them fifteen horses, and the sixteenth horse that was not backed may win. Except that the respondents were entitled to their 10 per cent., it is not clear in this case in what manner the remainder of the amount staked would have been disposed of. The House of Lords decided that to the respondents the rise or fall of odds, the success or failure of a horse, and all the hazards of the turf were completely immaterial. The respondents were rightly described as distributing agents, who guaranteed the honesty of all the people who used the machine, and took 10 per cent. for their trouble and risk, and therefore as no bets were made with them they were not liable to betting duty. The question whether the club members who invest money in the machine are liable to the betting duty remains to be decided in a future case.

So far as the betting duty is concerned, the matter can easily be put right by the new Finance Act, but as mentioned in the learned letter of Sir HERBERT STEPHEN in *The Times*, the result of the case is far-reaching in other directions, and several cases under the Betting Act, 1853, will require careful consideration.

In 1870 the cases of *Wright* v. *Clarke*, *Morris* v. *Clarke*, and *Smith* v. *Clarke*, 34 J.P. 661, were heard before MELLOR, J., and LUSH, J. Distinguished counsel argued the case, MELLISH, Q.C., HAWKINS, Q.C., SLEIGH, Serjt., REW and MEREWETHER appearing for the appellants, the respondents being represented by both the Attorney-General and the Solicitor-General, and ARCHIBALD. The facts were that W. kept a house or office for the purpose of executing commissions on receiving instructions by letter to bet on horse races, but professed not to bet himself, only acting as agent in the matter, and investing the money sent to him, and laying it out to the best advantage for his client, in reference to particular races. W received money by letter from C to back a particular horse and acknowledged receipt, and on the horse winning sent the money to C. There were no principals named by W as advancing the money to pay the bets. It was held that W was guilty of the offence of keeping open an office for receiving money on an undertaking to pay money on the events of horse races within the Betting Act, 1853. The next case to be mentioned is *Dunning* v. *Sweetman*, 1909, 73 J.P. 191, in which the respondent was seen in a road distributing handbills relating to betting to persons going to a ground where a football match was about to be played. The handbills contained a statement of odds which certain bookmakers, with an address in Holland, were prepared to give on football matches, and a form of contract to be filled up by persons wishing to bet. This was held to be an offence against the Street Betting Act, 1906, as the handbills were offers by bookmakers to receive bets, and respondent was doing a substantial part of the business in indicating to the public the terms on which the bookmakers were prepared to bet and the means by which the bets could be carried out. In 1910, the case of *R.* v. *Wyton*, 5 Cr. App. R. 287, was heard by the Lord Chief Justice and DARLING, J., and PICKFORD, J. Wyton was the tenant of a hairdresser's shop, DAWES being his manager and assistant. DAWES had taken money and slips from customers and put the money on with a bookmaker named MILLS, and had drawn the winnings from MILLS and paid the customers. The appeal was against a conviction of WYTON of permitting DAWES to use the premises for the purpose of betting with persons resorting thereto. The submissions of the Appellant were that the bets were not made by DAWES with the customers, but between MILLS and the customers. That MILLS did not resort to the premises, DAWES had no pecuniary interest in the bets, and the customers looked to MILLS for payment. MILLS alone could fix the prices and could refuse bets. That the bet could not be started until DAWES went out to telephone to MILLS. These submissions remind one of the successful submissions of the *Luncheon and Sports Club Case*. It was held that the case was too clear for argument. Customers found DAWES in the shop. When the shop was raided GREGORY, who occasionally went to the telephone, as agent for DAWES, was found there with seven betting slips in his pocket. The court thought DAWES was carrying on the business on behalf of MILLS, and that he clearly came within the words of the Betting Act, 1853, s. 1, and the appeal was dismissed.

The preamble to the Betting Act 1853 recites that a kind of gaming has of late sprung up tending to the injury and demoralisation of improvident persons by the opening of places called betting houses or offices, and the receiving of money in advance by certain persons on their promises to pay money on events of horse races and the like contingencies. This preamble, though repealed, can be looked at for the purpose of construing the Act. Section 1 provides in effect that no office, etc., shall be opened, kept or used for the purpose of betting with persons resorting thereto or for the purpose of money being received as and for the consideration for any assurance, undertaking, promise or agreement, expressed or implied, to pay or give thereafter any money, on any event or contingency of or relating to any horse race, etc. In *R.* v. *Stoddart*, 1901, 1 Q.B., at p. 183, and in *Lennox* v. *Stoddart* and *Davis* v. *Stoddart*, 1902, 2 K.B., at pp. 33, 34 and 36, it was pointed out and held that the second purpose was not limited to transactions that could properly be regarded as "bets."

Sir HERBERT STEPHEN raises the question whether if a bookmaker carried on his business on the "tote" system entirely on credit, by means of a book instead of a totalisator, he would have a complete answer to a prosecution under the Betting Act, 1853. There is a material difference between a taxing Act and the Betting Act, 1853. To interpret the latter, reference can be made to the repealed preamble, to ascertain the mischief intended to be dealt with. If the bookmaker transacted that business for ready money, it seems clear that an offence against the latter portion of s. 1 of the Betting Act, 1853, would be committed, and according to

Wright v. *Clarke*, *supra*, it would be immaterial that he was merely an agent for his clients who betted *inter se*, and further, according to *R.* v. *Stoddart*, *Lennox* v. *Stoddart*, and *Davis* v. *Stoddart*, *supra*, it would be immaterial whether or not the transactions were bets properly so called. If, on the other hand, his clients called at his office and the bookmaker transacted all that business on credit, he would in the slightly altered words of *Dunning* v. *Sweetman*, *supra*, be doing a substantial part of the business in indicating to them the terms on which other of his clients were prepared to bet and the means by which the bets could be carried out. Moreover, as in *R.* v. *Wyton's* case, his presence on the premises could be considered as the same as that of his other clients with whom the bets were made, and according to the same case he could then be convicted of permitting his betting clients to use his premises for the purpose of betting with persons resorting thereto. This contention appears to be correct, as there is a great difference between the two charges, and there was no suggestion in the speeches of the law lords in the recent case that any previous decisions under the Betting Act, 1853, were being overruled. If this submission is not correct, then, so far as a credit business is concerned, there was no necessity to provide in s. 1 of the Racecourse Betting Act, 1929, that nothing contained in the Betting Act, 1853, shall apply to any approved racecourse or any act done thereon on the days on which horse races but no other races take place thereon. The object of this section and of s. 3 was to legalise on approved racecourses only the use of totalisators and the provision by the managers of the racecourses of "places" within the meaning of the Betting Act, 1853, where bookmakers may legally carry on their business and to which the public may resort for the purpose of betting, and to give to the managers some control over the bookmakers attending the meeting. This control may be diminished, if apart from the Racecourse Betting Act, 1929, bookmakers legally can make on the racecourse a betting book compiled on the "tote" system, provided that all the transactions are on credit. It would therefore appear that, notwithstanding Sir HERBERT STEPHEN'S suggestion, that a bookmaker who permits the public to physically resort to his premises for the purpose of betting *inter se* on credit on the tote system will continue to be liable to conviction under the Betting Act, 1853.

Warranty:

Functions of Judge and Jury.

It is not always an easy matter to determine whether or not statements made in the course of negotiations preliminary to entering into a contract constitute a warranty, and it is no less difficult to determine what are the respective functions of the judge and the jury in such cases. At common law, no liability attaches in respect of misrepresentations innocently made in the course of entering into a contract, unless it be shown that the representations amounted to a warranty, and this depends on whether there was an intention on the part of either or both of the parties that there should be a contractual liability in respect of the accuracy of the statement (per Lord MOULTON, in *Heilbut Symons & Co.* v. *Buckleton*, 1913, A.C., at p. 51). In other words, a warranty may be regarded as a contract collateral to the main contract, whereby the party making it promises, in consideration of the other party entering into the main contract, that the representation is true. But, unless it can be proved that such was the intention, with which the representation was made, no liability can attach if the representation should prove to be false, provided, of course, that it was made innocently. And the court will require strict proof of such intention. Subject to the above limitation, however, the making of such a representation prior to a contract and relating to the subject-matter thereof will not, in itself, be sufficient to establish the existence of a collateral contract (*ib.*, at p. 48). The functions of a judge and a jury in such cases will be found to be clearly expressed in the judgments of Lord ATKINSON and Lord MOULTON in *Heilbut Symons & Co.* v. *Buckleton*. Thus, Lord ATKINSON said (*ib.*, at p. 43): "The existence or non-existence of an intention in the mind of the party making the affirmation that his affirmation should be taken as a warranty of the truth of the fact affirmed is, in an action of breach of warranty, no doubt a question for the decision of the jury which tries the action; and all the evidence in the case touching the knowledge, conduct, words and actions of that party from first to last, may be considered by them in arriving at a conclusion upon that question." Where, however, there is no dispute as to the circumstances of the conversation in which the representation was made, or the exact words of the representation itself, then the question of warranty or no warranty ceases to be a question for the jury, and becomes one entirely of law. Thus, Lord HALDANE, L.C., said, in *Heilbut Symons and Co.* v. *Buckleton* (*ib.*, at p. 36): "As neither the circumstances of the conversation nor its words were in dispute, I think that the question of warranty was one purely of law and it ought not to have been submitted to the jury." This latter principle was applied by Lord HEWART, L.C.J., recently, in *Bell* v. *Lee* (*Times*, 27th June), where it was alleged that representations to the effect that a flat was a "flat de luxe" and "the last word in flats," and was in every way perfect, were alleged by the plaintiff, to whom the representations were made, to amount to a warranty. The jury could not agree on the question whether there had been a breach of warranty, but the learned Lord Chief Justice, who tried the action, held that he was entitled to determine this question as being one entirely of law, as the circumstances of the conversation between the parties, or its words, were not in dispute, so that the case fell within the principle above mentioned. The learned Lord Chief Justice, however, held that there was no warranty, the words which were employed being merely words of commendation innocently and honestly made, and neither intended to be, nor having been understood as being, such as to amount to a warranty.

Misdescription as to Vacant Possession.

THE recent decision of EVE, J., in *Curtis* v. *French* (72 SOL. J. 762), is one of those hard cases which are sometimes said to make bad law. Property was put up for sale under the National Conditions of Sale, 1925, Condition 10 of which provides that no error, misstatement or omission in the particulars, sale plan or conditions shall annul the sale or entitle either vendor or purchaser to compensation in respect thereof. One of the lots consisted of an "old-fashioned" cottage, and the particulars stated that although it was then let to a farmer for one of his employees, he had formally and legally terminated the tenancy, that the vendor had not pressed for possession, but that vacant possession would be given on completion, the last phrase being in capital letters. As is well known, the demand for old-fashioned cottages in a picturesque part of Surrey largely exceeds the supply, purchasees being willing to pay a good price, and then to spend money in doing up the property, subject to the essential condition of vacant possession. The defendant on the faith of the statement in the particulars bid £400 for the cottage and was declared the purchaser. That was more than two years ago, and he is still without the cottage, for the vendor has never been able to give vacant possession. The words in the particulars were as EVE, J., found, a series of misstatements, wholly misleading and partly untrue. The cottage was sub-let to a workman who claimed to be, and no doubt was, protected by the Rent Restriction Acts. The farmer who was

the immediate tenant had long since determined the tenancy, but the occupier was deaf to all appeals to him to move elsewhere and even refused the sum of £50 offered to him to vacate the premises. He had, he said, lived there for years, and he either could not or would not move anywhere else. No attempt was made to evict him by legal proceedings. The purchaser, having lost the chance of re-selling the cottage at a profit of £100 after waiting a long time sued the vendor for specific performances and/or damages for breach of contract, but dropped the claim for specific performance at the trial. However, he did not succeed, EVE, J., holding that the contract was too stringent for him. He did not seek to set aside the contract on the ground of fraud or misrepresentation, but chose to affirm it, and to treat it as broken. It is quite clear that in the present case the purchaser could have repudiated the contract had he chosen to do so for the errors and misstatements were such as really to alter the subject-matter. *Lee* v. *Rayson*, 1917, 1 Ch. 613, where a similar condition was construed by the same learned judge. To describe property as to be sold "with vacant possession," when the vendor knows that it cannot be so sold appears to be more than a mere misdescription, in fact a defect of title, and it is somewhat difficult to see how in such circumstances the condition can be successfully pleaded as a defence to an action for damages for breach of contract. In *Flight* v. *Booth*, 1 Bing. N.C. 370, the purchaser under a similar condition, sought to recover his deposit, and TINDALL, C.J., said that where the misdescription so materially affected the subject-matter of the contract, that it might reasonably be supposed that but for it the purchaser might never have entered into the contract at all, the contract was avoided altogether. The present case seems to come within those words. But in *Re Terry and White's Contract*, 32 Ch. D. 14, LINDLEY, L.J., said that this proposition was only true in certain classes of cases, viz., cases where a vendor was seeking to force upon a purchaser what he did not contract to buy. There was some difference of opinion among the members of the court in that case, which involved merely an error in quantity, but no doubt EVE, J., felt bound by it to decide that the purchaser's action failed, but made no order as to costs. The learned judge incidentally observed that it was unwise in sales of real estate to incorporate such a document as the National Conditions of Sale, of the contents of which probably only a small proportion of the bidders had the least knowledge. If such general conditions are to govern the sale, copies should be provided with the particulars.

A Conveyancer's Diary.

Trustees for Sale and Repairs.

The recent decision of Eve, J., in *Re Whitaker: Rooke* v. *Whitaker*, 1929, W.N. 67, is a further authority as to the position of trustees for sale with regard to the incidence of the cost of repairs to the trust property.

Prior to the passing of the new Acts, there were no statutory provisions applicable, but it was settled that it was the duty of trustees for sale to see that the property did not get into an unsaleable condition for want of proper repair, even in the absence of express power to repair, and that in a proper case the court would, upon application by the trustees, authorise them to make the necessary repairs upon such terms as to apportioning the cost between capital and income as the court considered equitable: *Re Hotchkys*, 1886, 32 Ch. D. 408, C.A.

Now, however, by virtue of s. 28 (1) of the L.P.A., 1925, as amended by the L.P. (Amend.) A., 1926, trustees for sale have vested in them the same powers of management as are conferred during minority upon trustees under the S.L.A., 1925, and both Clauson, J., in *Re Gray*, 1927, 1 Ch. 242, and Tomlin, J. (as he then was) in *Re Robins*, 1928, 1 Ch. 721, held that the powers given by reference in s. 28, were not confined to minority. These powers of management, having regard to the S.L.A., 1925, s. 102 (1), include a wide power to execute repairs, and s. 102 (3) provides that the trustees *may* pay the expenses of management out of income. It is to be noted, however, that by the L.P.A., 1925, s. 28 (2), subject to any direction to the contrary, the net rents and profits of the land until sale, "*after keeping down costs of repairs and insurance and other outgoings*," are to be dealt with as if they were the income of the invested proceeds of sale, except so far as liable to be set aside as capital money under the S.L.A.

Now, in *Re Gray*, *supra*, where internal repairs to property held by the Public Trustee in trust for sale had for several years been paid for out of income, but further substantial structural repairs had become necessary owing to prolonged neglect of external repairs, assignees of the life interest objected to the payment of the cost of such further repairs solely out of income, and the Public Trustee asked for the direction of the court as to how the cost should properly be borne. Clauson, J., took the view that, by virtue of the L.P.A., 1925, s. 28, and the S.L.A., 1925, s. 102, trustees for sale have a statutory power to make repairs and to pay for them out of income, whether such repairs be current repairs or repairs of a more substantial nature or repairs occasioned by neglect, and further that those statutory provisions are intended, as far as possible, to be a complete code, under which it is now the duty of trustees for sale to exercise their statutory powers in regard to repairs, so that recourse to the court to apply the equitable principles of apportioning the cost of repairs is no longer necessary. The learned judge accordingly ordered that the cost of the structural repairs ought to be paid out of income.

In *Re Robins*, *supra*, where the costs of repairs executed in compliance with a dangerous structure notice under the Towns Improvement Clauses Act, 1847, had been paid by the trustees out of income, but without prejudice as to how they should ultimately be borne, the trustees subsequently applied to the court to determine how such costs ought to be borne as between capital and income. Upon the construction that under s. 28 (1) of the L.P.A., and s. 102 of the S.L.A., trustees for sale have a discretion in regard to the cost of repairs, whether they will pay them out of income or not, and that the words "after keeping down costs of repairs and insurance and other outgoings," in s. 28 (2) of the L.P.A., do not operate to convert that discretion into an obligation; Tomlin, J., declined to accept the proposition that the new statutory provisions oust the old equitable jurisdiction of the court in all circumstances, or to regard *Re Gray*, *supra*, as laying down any such principle. He adopted the view that, although the court will not interfere with the discretion of the trustees as to how the cost of repairs is to be borne, where the trustees have exercised their discretion, yet where as in this instance the trustees are not prepared to exercise their discretion, but ask the court for directions, the court is free to determine how the expenses ought to be borne, and in so doing is bound to adhere to the principles of *Re Hotchkys*, *supra*. The cost of the repairs was accordingly directed to be paid out of capital.

In the recent case of *Re Whitaker*, *supra*, where property had been kept in tenantable repair at the expense of income for several years, but substantial further repairs became necessary to meet the requirements of dangerous structure notices served by the London County Council, and one of the trustees for sale applied to the court as to how the expenditure was to be met, Eve, J., followed the decision of Tomlin, J., in *Re Robins*, and directed that the necessary sum should be provided out of capital.

Mr. Lewis John Kempthorne, solicitor, late of Neath, Glamorganshire, who died on 15th August, left estate of the gross value of £128,994. He left the interest on £1,000 for the benefit of the poor of the parish of Neath; and £100 to his clerk, William McNeil.

Landlord and Tenant Notebook.

Discharge or Modification of Restrictive Covenants.

The decision of Mr. Justice EVE in *Iveagh* v. *Harris*, 45 T.L.R. 319, has an important bearing on the question of the procedure that should be adopted when it is desired to discharge or modify restrictive covenants.

Section 84 of the L.P.A., 1925, empowers "the authority" (which is defined in sub-s. (10) of s. 84) to discharge or modify restrictive covenants and the provisions of that section are made to apply to leaseholds in the circumstances set out in sub-s. (12) of that section, that sub-section being as follows: "*Where a term of more than seventy years* is created in land (whether before or after the commencement of the Act) this section" (i.e., s. 84) "shall, *after the expiration of fifty years of the term,* apply to restrictions affecting such leasehold land in like manner as it would have applied had the land been freehold. Provided that this *section shall not apply to mining leases.*"

As regards procedure, it seems that it is not only "the authority," but also the ordinary courts as well that may make an order under the section discharging or modifying the restrictive covenants, which are the subject-matter of the application. This appears to follow from sub-s. (1) of s. 84, which provides that "the authority . . . shall (without prejudice to any concurrent jurisdiction of the court)"—and by "the court" is meant the High Court, and also the court of Chancery of the County Palatine of Lancaster, or the Court of Chancery of the County Palatine of Durham, or the county court (cf. sub-s. (3) of s. 203 of L.P.A., 1925—"have power . . . on the application of any person interested in any freehold land affected by any restriction arising under covenant or otherwise as to the user thereof or the building thereon wholly or partially to discharge or modify any such restriction."

Even if the ordinary courts have jurisdiction to make any such order, "the authority" appears to be the body to whom it is intended that application should primarily be made. This at any rate seems to be the inference to be drawn from sub-s. (2) and sub-s. (9) of s. 84. Thus sub-s. (2) gives express powers to the ordinary courts to declare, on the application of any person interested, (*a*) whether or not in any particular case the land is affected by a restriction imposed by any instrument; or (*b*) what upon the true construction of any instrument, purporting to impose a restriction is the nature and extent of the restriction thereby imposed and whether the same is enforceable, and if so by whom; while sub-s. (9) provides that where any proceedings by action or otherwise are taken to enforce a restrictive covenant any person against whom the proceedings are taken may in such proceedings apply to the court for an order giving leave to apply to the authority and staying the proceedings in the meantime.

Where there are restrictions affecting leasehold property which by reason of sub-s. (12) is within the purview of s. 84 it is clear that there are two courses open to the lessee who is desirous of getting restrictions affecting his holdings either modified or discharged.

The lessee might in the first place take the initiative and make an application to the authority under sub-s. (1), or, in the alternative he may adopt a "wait and see" attitude until proceedings have been instituted against him by the lessor to enforce the restrictive covenants in question, and then apply to the court to stay the proceedings in order to enable him to make an application to the authority under sub-s. (1).

The dangers attendant on this alternative line of action however are well illustrated by the decision of EVE, J., in *Iveagh* v. *Harris*. In that case the lessor instituted proceedings against the lessee to recover possession on the ground of forfeiture by reason of past and continuing breaches on the part of the lessee of a covenant not to sub-let without licence or consent. The lessee, the defendant, thereupon made an application, asking that the proceedings should be stayed in order to enable him to apply to the authority under sub-s. (1) of s. 84 for an order modifying or discharging the covenant in question. But EVE, J., held that he had no power to grant the application since the case did not come within the language of sub-s. (9), the proceedings in question not being such as could be described as "proceedings . . . taken to *enforce a restrictive covenant.*"

It is important to note that the action which had been instituted by the lessor in *Iveagh* v. *Harris* was, as far as can be gathered from the report, an action to recover possession merely, nor apparently were any damages for breach of covenant claimed; nor would the addition of a claim for damages appear in such circumstances to bring the case within sub-s. (9) and make the proceedings proceedings to enforce a restrictive covenant if Mr. Justice EVE's decision is right. On the other hand, had the action been for an injunction to restrain further breaches of the covenants the proceedings would clearly have been in the nature of proceedings to enforce a restrictive covenant, and this was the view Mr. Justice EVE himself adopted, Whether Mr. Justice EVE's interpretation of sub-s. (9) however is the correct one may, with respect, be doubted, as it gives too narrow an interpretation to the words "proceedings . . . to enforce a restrictive covenant," and thus unduly restricts the operation of s. 84.

In view, however, of this decision, it is obvious that at present the safest course to adopt in such circumstances is for the lessee to make an application to the authority under sub-s. (1) as soon as possible, and not to wait until proceedings arising out of the covenant have been instituted against him by his lessor.

Our County Court Letter.

COLLISIONS WITH PIERS.

THE extent of liability for the above was considered in the recent case of *New Liverpool-Eastham Ferry and Hotel Co. Limited and Others* v. *Ocean Accident and Guarantee Corporation Limited*, at Liverpool County Court. The claim was for £100 as money due under a policy of marine insurance in the following circumstances. During an exceptionally high tide in the Mersey, the coal barge "Black Diamond" was swept from her moorings and collided with Eastham Ferry stage, causing damage to herself, to a ferry steamer which was tied to her, and also to the stage. On a second high tide a similar mishap had occurred, and the plaintiff company, as owners of the barge, duly recovered the proportions of the resulting damage from three of the underwriters. The latter therefore became co-plaintiffs in the above actions in which the defendant company disputed liability (except as to £18 10s. 1d. paid into court) on the ground that the loss was attributable to the inadequate mooring of the "Black Diamond," in breach of the implied terms of the policy. His Honour Judge Thomas observed that the three co-plaintiffs had paid the above-named plaintiff company under average adjustment, but that the defendant company contended that they were not liable in so far as the claim represented damage to what they alleged were ground moorings. The defendant company contended that the moorings from the stern were ground moorings, and not such as are usually carried by a ship on a navigating voyage, the result being that they were not included in the policy. His Honour held that it was necessary to observe all the circumstances, and having regard to the particular characteristics of the adventure, there was no sufficient reason for limiting the words "body, tackle, apparel, ordnance, munition, artillery, boat and other furniture of and in the good ship or vessel called the steel barge 'Black Diamond'" by excluding the moorings by which the barge was secured. Judgment was therefore given for £87 18s. 10d., less the amount paid into court, with costs.

The question as to whether a deliberate—as opposed to an accidental—collision with a pier was a general average act, was considered in *Austin Friars Steam Shipping Co. Limited* v. *Spillers and Bakers Limited*, 1915, 3 K.B. 586. The plaintiff company's steamship had grounded in the Severn, and the master and pilot decided to save the ship and cargo by having her towed to a mud flat. It became doubtful whether she would reach the desired spot, and it was decided to take her into Sharpness Dock, at the risk of doing some damage. The pilot intended she should touch the lower pier, so as to take the reach off her, but the impact was greater than was intended, and the vessel damaged herself to the extent of £1,600, and the pier to the extent of £5,000. The plaintiff company paid these two items, and claimed contribution from the defendant company, as owners of the cargo, on the ground that the amounts were a general average loss. Mr. Justice Bailhache found that to put into Sharpness, with the knowledge that in doing so the steamship would strike the pier, was in the circumstances a reasonable and prudent thing to do in the interests of ship and cargo. The operation was therefore a general average act, and the plaintiffs were entitled to contribution for the damage, done not only to the ship, but to the pier. The Court of Appeal upheld this judgment, it being remarked by Lord Justice Pickford (as he then was) that the common law doctrine—as to there being no contribution between joint tort feasors—had no application to the case.

The position as between the harbour authority and the shipowners was considered in *The St. Nicolai*, 133 L.T. 640. The Middlesbrough Estate Limited there sued the owners of the vessel, which did damage by colliding with Saltburn Pier, and then went ashore in the vicinity, further damage being done to the pier by drifting pieces of the wreck. The defence was that, even assuming there had been negligent navigation, the damage done by the drifting wreckage was not a reasonable and probable consequence of the negligence. Mr. Justice Bateson held that the damage caused on the first impact was due to bad navigation, and that the defendants were also liable for the subsequent damage, as the weather after the vessel had gone ashore was not abnormal, but was such as would be encountered in the locality.

Practice Notes.

LIABILITY FOR SCHOOL FEES ON CHANGE OF LOCATION.

In the recent case of *Prentice* v. *Smith*, at Coventry County Court, the plaintiff claimed one term's fees in lieu of notice of the removal of the defendant's child from the plaintiff's school. The plaintiff had formerly occupied premises in Radford-road, where the defendant's nine-year old daughter was a pupil, and last August the plaintiff had informed the defendant's wife of her impending removal to Barras-lane. No objection was raised, but in October the new premises were shown to the defendant's wife, who observed that they were very nice, but that her daughter had gone elsewhere. The new school was a detached house, and more convenient than the old, but the defendant lived opposite the old premises, and it was about ten minutes' walk to the new address. The defendant's case was that he did not wish his daughter to have the walk of fifteen minutes now necessary, and he denied that she used to ride a cycle along the same road before going to the old school. His Honour Judge Drucquer held that, having regard to the fact that the child had been a pupil for three years, the defendant was not obliged to send her to the new building, as the situation of the school was part of the contract. Judgment was therefore given for the defendant, with costs.

MAINTENANCE OF CHANNEL BUOYS.

In the recent case of *The Englishman*, at the Liverpool Court of Passage, the owners of the vessel claimed damages against the Upper Mersey Navigation Commissioners for negligence and/or breach of duty in failing to mark or buoy a channel near Hale Head. The above vessel had left Weston Lock for the Sloyne, in tow of the steam tug "Aviator," at a period during which the defendants were moving the buoys by reason of the silting up of an old channel. A notice of the marking of the new channel had been issued to mariners, but the plaintiffs contended that the work had not been carried out in accordance with the notice, and that owing to the channel being insufficiently buoyed the vessel had run aground on the Dungeon sandbank. The defendants' case was that, while it was their statutory duty to provide buoys, there was no statutory obligation to give notice to the users of the waterway of a change in the buoyage, although their superintendent had in fact notified traders by telephone that he was about to re-buoy. The new channel was only just coming into existence, and the act of buoying necessarily had to be done gradually, the result being that the defendants were not liable in the transition period, merely because certain buoys were not in position. The evidence showed that the tug was going so slowly that soundings were taken with a pole, and the master denied that he was trying to make a short cut across the river. It was further contended that, although grounding was common in that part of the river, the channel was safe and adequately buoyed, and there was no reason why the vessel should have grounded. The learned deputy judge, Mr. Ross Brown, K.C., held that the channel was not sufficiently buoyed, and gave judgment for the plaintiffs.

COMPENSATION FOR LOSS OF BLIND EYE.

In the recent case of *Holmes* v. *Cannock and Leacroft Colliery Co., Ltd.*, at Walsall County Court, the applicant had been working in the pit as a stallman, when he hit a piece of stone in "holing," and some dirt flew into his left eye. Although he had had no sight in this eye for over twenty years, the eye was not noticeably blind, but as a result of the accident it was necessary to remove the eye and replace it with a glass eye, so that the applicant had become an obviously one-eyed man. It was contended for the respondents that (1) the dirt getting into the eye was not the cause of the trouble which necessitated the removal of the eye; (2) a one-eyed man was not entitled to a declaration of liability, as his remedy arose only in the event of his meeting with an injury to the other eye. His Honour Judge Tebbs held that the removal of the eye was rendered necessary by the accident, and he made an award for the period of incapacity, with a declaration of liability. In *Hargreave* v. *Haughhead Coal Co., Ltd.*, 1912, A.C. 319, a miner lost an eye and received full compensation, and at the time of the accident the other eye was sound. By the time he returned to work, however, there was incipient cataract of the other eye not caused by the accident, and it was admitted that the cataract would finally cause total incapacity. The House of Lords held that liability for the latter was not imputable to the employers, and that a declaration of liability should not be made. It is difficult to reconcile this decision with the later case of *King* v. *Port of London Authority*, 1920, A.C. 1, in which a man with a weak eye had an accident, and the sight of that eye was lost. The House of Lords held that incapacity might ensue by reason of his being a one-eyed man, whom employers would not engage, and a declaration of liability was accordingly made. The discrepancy between the two cases was referred to in *Lomax* v. *Sutton Heath and Lea Green Collieries, Ltd.*, 19 B.W.C.C. 301, in which the Court of Appeal upheld a decision—based on the earlier of the two above-named cases—in favour of the employers.

Mr. Christian G. T. Berridge, solicitor, Lymington, has been appointed assistant solicitor to Mr. J. H. Goold, the Clerk to the Essex County Council. Mr. Berridge was admitted in 1927.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Second Mortgagee—Possession.

Q. 1596. In 1921 A mortgaged Blackacre (freehold) to B. In 1922 he mortgaged the same premises to C subject to B's prior mortgage. In 1924 A (with the consent of B and C) let the premises to X. A has paid B's interest but not C's. Prior to 1925 C would not have been entitled to possession of Blackacre as he had only an equitable estate. Since the L.P.A., 1925, C has a legal estate, and instructs us to go into possession of Blackacre and to collect the rents. B cannot sell or exercise any other powers as all the covenants in his deed are complied with.

(1) Can C collect the rents? Could B object?

(2) If A had remained in possession could C have obtained possession from him under the attornment clause in the second mortgage? Could B object?

(3) Would it make any difference if B's interest had not been paid in either of the above two cases?

(4) Would it make any difference if C's consent to the letting had not been obtained?

A. Prior to L.P.A., 1925, a second mortgagee could certainly go into possession and was accountable like any other mortgagee in possession (*Law* v. *Glenn*, L.R. 2 Ch. App. 639), and the position is not changed by the recent legislation (L.P.A., 1925, s. 95 (4)). The answers to the specific questions would therefore appear to be:—

(1) Yes. Though B could not technically object he could presumably go into possession over C's head. A mortgagee is entitled to go into possession on the execution of his mortgage deed (*Ocean, etc., Corporation* v. *Ilford Gas Co.*, 1905, 2 K.B. 493).

(2) Yes. Though B could not technically object it is considered that he has the prior right to possession and could obtain it.

(3) We do not think so.

(4) We do not, so far only as reply No. 1 is concerned, think so. We do not think the second mortgagee will obtain much benefit by going into possession.

Tenant for Life—Building Lease—S.L.A., 1925, s. 42 (1)—Possession.

Q. 1597. Can a building lease of land, upon which there are some small tenements occupied by statutory tenants, be said to take effect in possession within the meaning of S.L.A., 1925, s. 42 (1)?

A. Yes. "Possession" is contrasted with "reversion," and includes receipt of rents and profits or the right to receive the same (S.L.A., 1925, s. 117 (xix)).

Memorandum of Deposit of Deeds with Bank to secure Account—Discharge—Retention of Memorandum by Bank.

Q. 1598. X gave an equitable charge, accompanied by the deposit of deeds, to a bank to secure the account. The overdraft was paid off by X through his solicitor, but on the latter requesting that the receipted charge be handed over to X with the other deeds, the bank manager, by letter, stated: "the form of equitable charge has been cancelled and placed with our obsolete deeds, but it is the rule of the bank *not to give up the form*." Is X entitled to have the receipted charge handed over to him, and if so, under what authority? Can the bank's refusal to hand over the receipted document be sustained? The Bank has not given X or his solicitor any receipt for the moneys paid in discharge other than the statement in the letter quoted above (which letter did not bear a 2d. stamp) which acknowledged "cheque for £— for credit of our customer's account," such cheque having been sent to the manager by X's solicitor in discharge of the overdraft.

A. We regret that we have not been able to trace any authority on the point. As the memorandum alone did not effect the equitable charge (the deposit being essential thereto) and is therefore not so much a document of title as the bank's record (agreed by the customer) of the reason for the deposit of the deeds, we hazard the opinion that the bank is justified in refusing to give up the memorandum on discharge of the overdraft. We may add that in similar circumstances the writer has induced the manager to tear off the customer's signature as part of the cancellation.

Schoolmaster and Parent—Notice of Removal.

Q. 1599. The proprietress of a school had to leave the premises soon after the end of a term, but did not say anything to the parents about it as she had not been able to fix up another house to go to. Almost immediately after the end of the term she arranged where the new school was to be and immediately informed the parents. No objection was made, but when the school re-opened one of the children did not turn up, and it appeared that it had been arranged for the child to go somewhere else, after the father had seen the new school. It may be stated that the new school is in the same district, and no objection can really be made to the premises themselves as compared with the previous premises. The question arises whether the parent enters into the contract with the implied understanding that the school shall be carried on at the address given at the time, or whether a term's notice is necessary even if the school is removed to another position in the same neighbourhood.

A. It is laid down in "Chitty on Contracts," 17th ed., p. 951, that (in the absence of a specified notice in the prospectus) reasonable notice of removal of a pupil from a school must be given by the parent to the schoolmaster. In the absence of any term in the prospectus, compelling the parent to give any specified notice of removal in the event of a change of school premises, I consider that it would be sufficient for the parent to give notice immediately he has had a reasonable opportunity of inspecting the new school premises and considering whether they are acceptable. The exact former situation of the school, and nature of the premises, are clearly essential terms of the original contract, especially in the case of very young children, and the parent would, in my opinion (in the absence of any special term in the contract), be justified in removing his child, but I think he ought to give notice as soon as possible. I am of the view that the schoolmaster in the questioner's case would lose an action for fees, but the parent might not recover all his costs, as he appears to have given no notice of removal at all.

De-control Rent Acts—Mortgagor in Possession.

Q. 1600. We shall be glad to have your opinion as to what is now the position under the Rent, etc., Restriction Acts of a mortgagor in personal occupation of the mortgaged premises which came within the scope of the Increase of Rent, etc., Act, 1920. Are such premises now de-controlled by virtue of s. 2 of the Rent, etc., Act of 1923 on the ground (as was the case) that the mortgagor was in possession thereof at the date of the passing of the latter Act? Can you refer us to any decision on this point as it appears to be one of some doubt.

A. The question is not very plainly put, but it appears to be on the point decided by the Court of Appeal in *Lloyd* v. *Cook* and four other cases heard together on 19th June, 1928, and following days. This decision finally decides that the word "landlord" in s. 2 of the 1923 Act means "owner" and "freeholder," and that it is immaterial that there has been no letting. Consequently the house became de-controlled under the 1923 Act, even though there had never been a relationship of landlord and tenant affecting the house.

Lessor and Lessee—Lessee Holding Over—Covenants—Notice—Rent Acts and L. & T. Act, 1927.

Q. 1601. A is the tenant of business premises in the City of London, paying £60 per annum plus rates and taxes, such rent being paid quarterly. His original tenancy of the premises was under a lease for seventeen years from the 25th December, 1899. Does he hold over as a yearly tenant? And if so, does he hold over under the terms of the old lease? The landlord desires to give him notice to quit. Presumably this must be given some time before the 25th June next, to expire on the 25th December, 1929. The old lease contained covenants to repair, etc.; but no notice has so far been served on the lessee. Are these covenants still operative under the existing tenancy? Is the position as to notice to quit affected by the Rent Restriction Acts, and has the tenant any right to compensation for improvements, goodwill, etc., under the L. & T. Act, 1927?

A. In this case the presumption is that A is holding over as a yearly tenant under the terms of the old lease, this is subject to the existence of any fresh contract. The landlord can give A six months' notice sometime before the 25th June next to expire on the 25th December, 1929. If the tenant has done the repairs since 1899, it would probably be held that he is still liable to do all the repairs as agreed in the lease, and the landlord's surveyor should go over the premises forthwith to prepare a schedule of dilapidations. As to the Rent Restriction Acts, if these premises comprise a "dwelling-house" within the meaning of those Acts, he will be entitled to remain in possession after the termination of the notice to quit as a statutory tenant. With regard to the L. & T. Act, 1927, the tenant has no right to compensation for improvements, but he might have some claim for goodwill, that depends upon the facts which are not set out in the question.

High Court of Justice.

EASTER VACATION 1929.

NOTICE.

There will be no sitting in court during the Easter Vacation.

During the Easter Vacation all applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice Maugham.

The Honourable Mr. Justice Maugham will act as Vacation Judge from Thursday, March 28th, to Monday, April 8th, both days inclusive. His Lordship will sit in King's Bench Judges' Chambers on Thursday, April 4th, at half-past 10. On other days within the above period applications in urgent matters may be made to his Lordship, by post, or, if necessary, personally.

When applications are made by post the brief of counsel should be sent to the Judge, by post or rail prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C.2."

On applications for injunctions, in addition to the above, a copy of the writ and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

Chancery Registrars' Chambers.
Royal Courts of Justice,
March, 1929.

Notes of Cases.

Court of Appeal.

Cotter *v.* National Union of Seamen.

Lord Hanworth, M.R., Lawrence, L.J., Russell, L.J.

16th March.

Trade Union—Application of Funds—Rights of Individual Members to impugn Action of Executive—Rule in *Foss v. Harbottle*—Applicability to Trade Union—Legal Entity—Trade Union Act, 1871, s. 8.

The plaintiffs were members of the defendant union. The union executive decided to lend £10,000 to the Miners' non-political movement, and this was adopted by the union in general meeting. The plaintiffs contended that the decision was *ultra vires*, and that the meeting and the resolution adopting the decision were void by reason of technical irregularities. The defendant union contended that the decision was *intra vires*, and that as regards the irregularities, the rule in *Foss* v. *Harbottle*, 1843, 2 Hare. 461, applied. That rule conveyed the doctrine that where there was incorporation of a company and the corporation could put right what had been irregularly done, the irregularities did not enure to hinder the action of the corporation, but were mere matters of internal administration and there was no right for members in their individual capacity to come forward and put a stop to what was being done because they had no right, as such individuals alone, to speak for the entity itself. The plaintiffs replied that the rule did not apply to a trade union because by s. 8 of the Trade Union Act, 1871, "All real and personal estate whatsoever belonging to any trade union registered under this Act shall be vested in the trustees . . . for the use and benefit of such trade union and the members thereof" which implied that there were rights in individual members.

Romer, J. dismissed the action. The plaintiffs appealed. The court dismissed the appeal.

Lord Hanworth, M.R., held that the decision to lend £10,000, on the facts, was not *ultra vires*. As regards the irregularities he thought the plaintiffs could not object as individuals, because the rule in *Foss* v. *Harbottle*, *supra*, applied. In *Taff Vale Railway Company* v. *Amalgamated Society of Railway Servants*, 50 W.R. 44; 1901 A.C. at p. 444, Lord Lindley said that "The property so held is, however, the property of the union; the union is the beneficial owner." While in *Osborne* v. *Amalgamated Society of Railway Servants*, 1911, 1 Ch. 540, it was said that a trade union was "a statutory legal entity, anomalous in that, although consisting of a fluctuating body of individuals, and not being incorporated, it can own property and act by agents."

Lord Justices Lawrence and Russell gave judgments to the same effect.

Counsel: *Sir Henry Slesser*, K.C., and *Norman Daynes*, for appellants; *C. A. Bennett*, K.C., and *Roxburgh*, for respondents.

Solicitors: *White & Co.; Vizard, Oldham, Crowder and Cash.*

[Reported by G. T. Whitfield-Hayes, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Price, Davies & Co. *v.* Smith.

Horridge, J., and a Common Jury. 4th March.

Estate Agent—Sale of Business Premises—Contractual Relations Established—Commission Earned—Purchase not Completed.

Case for argument after trial by a common jury.

The defendant, Percy Edmund Smith, the owner of business premises at 109, Tulse-hill, London, which he desired to sell, put them into the hands of the plaintiffs, Price, Davies & Co.,

estate agents, and he filled in and returned one of their blank "Particulars Forms" sent to him by them. Another firm of estate agents, Granville & Co., having a likely purchaser of the defendant's property, communicated with the plaintiffs who introduced them to the defendant. Granville & Co. did find a purchaser, who paid £4,000 for the premises, not £4,500 which the defendant had said was the lowest price that he would take. The plaintiffs alleged that in the blank particulars form which they sent to the defendant they had inserted 5 per cent. as the commission to be paid "on the total price paid by the purchaser." The defendant denied that the 5 per cent. was on the form when he received it, and he paid Granville and Co. the usual commission of 5 per cent. on the first £300, and 2½ per cent. on the remainder, amounting to £107 10s. Granville & Co. and the plaintiffs had agreed to share the commission, and the plaintiffs now claimed commission at the rate of 5 per cent. on the £4,000. The writ was issued by the plaintiffs some days before the completion of the purchase.

The jury, in answer to questions put to them, found as follows: (1) The 5 per cent. was on the particulars form when the defendant received it; (2) the property was sold through the instrumentality of the plaintiffs.

HORRIDGE, J., held that, on the authority of *Toulmin* v. *Millar* (58 L.T. Rep., 96), although £4,000 and not £4,500 was received for the property, the plaintiffs were entitled to 5 per cent. on the £4,000. Held also, that the plaintiff had earned his commission as soon as he had established contractual relations between the vendor and vendee, and that he had not to wait for his commission until the completion of the purchase (*Fisher* v. *Drewett*, 48 L.J., Q.B., 32). The words "total price paid by the purchaser" meant the sum which ultimately became the purchase price. Judgment for the plaintiffs for £92 10s., the balance of 5 per cent on £4,000, after deducting the £107 10s. already paid by the defendant.

COUNSEL: *H. I. P. Hallett*, for the plaintiffs; *Pitt*, for the defendant.

SOLICITORS: *Morris & Bristow*; *A. Marshall Lister.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Chapple *v.* **Chapple.** Hill, J. 8th February.

DIVORCE—ENQUIRY ON PETITION FOR PERMANENT MAINTENANCE—CONDUCT OF PARTIES AS AFFECTING QUANTUM—RECEPTION BY REGISTRAR OF EVIDENCE OF CONDUCT—DELAY OF PETITIONER IN BRINGING SUIT—ULTERIOR MOTIVE—JUDICATURE (CONSOLIDATION) ACT, 1925 (15 & 16, Geo. 5, c. 49), s. 190, sub-ss. 1 and 2.

Summons adjourned into court. This was the respondent husband's appeal against the order of the registrar on a petition for permanent maintenance directing payment to the wife at the rate of £250 per annum, and that a further £500 per annum should be secured to the wife for her life. Counsel for the respondent submitted that a reasonable order would be at the rate of £600 per annum, £200 per annum of which to be secured. Co-habitation between the parties had ceased in 1916, when their means were comparatively small. In 1919 the wife had full knowledge of the husband's adultery, and could have divorced him on the grounds of desertion and adultery. Her motive in divorcing him now was the ulterior one of desiring to share in his substantially increased fortune. The husband's capital in 1920 was about £7,000, now it amounted to £45,000. The wife was only entitled to security on the basis of capital of £7,000. *Beauclerk* v. *Beauclerk*, 1891, P. 189; *Johnson* v. *Johnson*, 1901, P. 193; *Dunbar* v. *Dunbar*, 1909 P. 90. Counsel for the petitioner submitted that it was in the wife's favour that she had delayed for so long a period hoping for a reconciliation. The husband was trying to cut down his wife's maintenance as from his death. The petitioner was examined and cross-examined as to delay.

HILL, J., said that in undefended cases the investigation of facts at the hearing could hardly be expected to provide sufficient evidence of conduct of the parties to be a guide in assessing permanent maintenance. The registrar, when such an issue was raised, must receive further evidence before determining what was the proper sum, having regard to the conduct of the parties. With reference to the facts of the present case, it would not be right for a wife to do nothing whilst her husband lived in adultery, and then pursue him when he became more prosperous. The wife must not "watch the fruit ripen on the wall." But in the present case, he (his lordship) had come to the conclusion, on the conduct of the parties, as now before the court, that the wife's delay was not so unreasonable as to justify a reduction of the rate of maintenance. The summons would therefore be dismissed.

COUNSEL: *Bayford*, K.C., and *Barnard*, for the petitioner; *Beddington* for the respondent.

SOLICITORS: *E. B. V. Christian*; *Upton, Britton & Lumb.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

In Parliament.

House of Commons.

Questions to Ministers.

POOR LITIGANTS (COUNSEL'S FEES).

Commander BELLAIRS asked the Attorney-General whether his attention has been drawn to the remarks of the two judges in the Court of Appeal on the amount of the fees paid to counsel and to the handicap inflicted on poor litigants; and whether he will consider the introduction of legislation for the purpose of limiting fees payable to counsel?

The ATTORNEY-GENERAL: I have seen reports of the remarks of the two Lords Justices in question. The fees of counsel are a matter of arrangement with solicitors. They are subject to taxation, and it by no means follows that the whole of the expense involved has to be borne by the unsuccessful litigant. I may add that a poor litigant admitted to sue under the Poor Persons' Rules enjoys greater advantages at the present time than at any other period of legal history. Not only is he exempt from court fees, but counsel and solicitors act for him gratuitously. I do not consider any action is necessary. 14th March.

GENERAL STRIKE AND COAL DISPUTE (COST).

Mr. BATEY asked the Chancellor of the Exchequer the chief items of cost upon which he based his estimate that the general strike and the coal lock-out of 1926 cost the Government £80,000,000?

Mr. SAMUEL: I would refer the hon. Member to the Budget Speech of 1927. The figure of £80,000,000 referred to includes the expenditure on the coal subsidy. 14th March.

STREET EXPLOSIONS (COMPENSATION).

Sir R. THOMAS asked the Chancellor of the Exchequer whether, in cases where shopkeepers and trades have suffered losses as the result of street explosions or bursting water mains, and where liability cannot be attached to any particular public or private authority, he will consider the question of allocating some grant-in-aid towards the assistance of such financial sufferers from circumstances beyond their control?

Mr. SAMUEL: I cannot undertake to assume any liability on the part of the taxpayer in such cases. 14th March.

HOUSING (EXCHEQUER CONTRIBUTIONS).

Sir W. DE FRECE asked the Minister of Health the estimated total amount of the Exchequer contribution paid under the various Housing Acts in the year ending 31st March, 1929?

Mr. CHAMBERLAIN: The amount included in the Estimates for the year ending 31st March, 1929, in respect of Exchequer contributions under the various Housing Acts is £10,065,000. 15th March.

HOUSING—LEGAL DECISION.

Mr. OLIVER asked the Minister of Health whether, having regard to the decision given in the Court of Appeal in the case of *Rex* v. *The Minister of Health*, he is considering or is likely to consider amending the Housing Act, 1925?

Sir K. WOOD: My right hon. Friend is considering the position created by this decision, but he is not yet in a position to make a statement on the subject. 19th March.

Societies.

Sheffield District Law Society.

The fifty-fourth annual general meeting of the society was held in the Society's Library, Hoole's Chambers, Bank-street, Sheffield, on Wednesday, the 27th ulto. The president (Mr. F. B. Dingle) was in the chair, and the members present included: Colonel W. Mackenzie Smith (vice-president), Mr. R. T. Wilson (hon. treasurer), and Messrs. A. P. Aizlewood, J. C. Auty, H. Bedford, S. U. Blackburn, Dr. E. Bramley, Colonel D. S. Branson, Messrs. A. Brittain, W. J. Clark, C. A. Elliott, J. Elliott, W. T. Fernell, E. B. Gibson, R. Hargreaves, H. K. Hawson, A. Howe, W. C. Linay, A. P. Lockwood, F. Ludlam, T. G. Mander, J. P. Russell, F. W. Scorah, W. B. Siddons, A. D. Slater, Dr. Robert Styring, Messrs. T. H. Warskett, W. B. Willis, Ernest Wilson, J. E. Wing, B. T. Winterbottom, and C. Stanley Coombe (hon. secretary).

The fifty-fourth annual report presented by the committee was received, confirmed and adopted, and the accounts of the hon. treasurer for the past year, as audited by the society's professional auditors, were approved and passed.

The president in moving the adoption of the report referred to the work of the society during the past year and to the progress in the building of the new premises. He also explained in detail the proposals which were on foot for establishing a solicitors' clerks pension fund for the whole of England and Wales—a scheme which had every prospect of maturing. He referred also to the work of the poor persons committee who had dealt with over a hundred applications during the year, and he acknowledged the debt owed by the committee to the Sheffield Council of Social Service, whose recommendations of deserving cases had been of the greatest assistance.

Mr. Edward Bramley, in seconding the adoption of the report, said that he hoped in the near future to see the work of the poor persons committee extended so as to give legal aid and advice in all cases where applicants who could not afford to pay for it were in trouble and requiring the aid of a solicitor, and not merely confined to cases in the High Court as it was at present, and he thought there might be further co-operation between the society and the Council of Social Service to that end.

A resolution was passed expressing the cordial thanks of the society to Mr. F. B. Dingle, the president, and appreciation of the undoubted ability with which he had filled the office and the consideration he had given to his duties during the past year.

Resolutions were also passed expressing the best thanks of the society to the hon. treasurer, Mr. R. T. Wilson, and the hon. secretary, Mr. C. S. Coombe, for their services during the year.

On the proposal of Mr. F. B. Dingle, seconded by Colonel Charles Hodgkinson, Colonel W. Mackenzie Smith was unanimously elected to be president of the society for the ensuing year.

Colonel Mackenzie Smith then took the chair.

The following gentlemen were elected officers for the same period: Vice-president, Colonel Charles Hodgkinson; hon. treasurer, Mr. R. T. Wilson; hon. secretary, Mr. C. S. Coombe. Committee: Messrs. A. P. Aizlewood, Jonathan Barber, P. J. Blake, Dr. E. Bramley, Colonel D. S. Branson, Messrs. Arnold Brittain, C. A. Elliott, F. B. Dingle, E. B. Gibson, H. Ibberson (Barnsley), H. W. Jackson, W. C. Linay, A. P. Lockwood, P. J. Menneer, W. Irwin Mitchell, Charles Padley, H. Reed, F. W. Scorah, Dr. Robert Styring, Messrs. H. R. Vickers and T. H. Warskett.

Legal Notes and News.

Honours and Appointments.

Mr. GEORGE CECIL WHITELEY, K.C., M.A. (Cantab.), has been appointed Recorder of West Ham. Mr. Whiteley was called by the Middle Temple in 1900, and took silk in 1921.

Mr. GERVAIS S. C. RENTOUL, Barrister-at-law, has been appointed Recorder of Sandwich. Mr. Rentoul was called by Gray's-Inn in 1907.

Mr. STEPHEN R. BENSON, barrister-at-law, has been appointed Recorder of Abingdon. Mr. Benson was called by the Inner Temple in 1903.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5½%. Next London Stock Exchange Settlement Thursday, 11th April, 1929.

	Middle Price 25th Mar.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	84¼	4 14 6	—
Consols 2½%	55	4 11 0	—
War Loan 5% 1929-47	101⅜	4 18 9	—
War Loan 4½% 1925-45	97½	4 12 6	4 13 6
War Loan 4% (Tax free) 1929-42	99⅛	3 19 0	3 18 6
Funding 4% Loan 1960-1990	87¼	4 11 6	4 12 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	90¾	4 8 3	4 7 6
Conversion 4½% Loan 1940-44	97½	4 12 4	4 14 6
Conversion 3½% Loan 1961	75½	4 13 0	—
Local Loans 3% Stock 1921 or after	63½	4 14 6	—
Bank Stock	253xd	4 14 6	—
India 4½% 1950-55	90	5 0 0	5 3 0
India 3½%	67	5 4 0	—
India 3%	57	5 5 0	—
Sudan 4½% 1939-73	94	4 15 9	4 16 6
Sudan 4% 1974	86	4 13 0	4 14 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	82½	3 12 9	4 12 6
Colonial Securities.			
Canada 3% 1938	86	3 9 6	4 17 6
Cape of Good Hope 4% 1916-36	92	4 7 0	5 7 0
Cape of Good Hope 3½% 1929-49	80	4 7 6	5 0 0
Commonwealth of Australia 5% 1945-75	99	5 2 0	5 2 0
Gold Coast 4½% 1956	96	4 13 9	4 16 6
Jamaica 4½% 1941-71	94	4 15 6	4 16 0
Natal 4% 1937	91	4 7 11	5 7 0
New South Wales 4½% 1935-45	90	5 0 0	5 8 0
New South Wales 5% 1945-65	98	5 2 0	5 3 0
New Zealand 4½% 1945	95	4 15 0	4 17 6
New Zealand 5% 1946	102	4 18 0	4 16 0
Queensland 5% 1940-60	96	5 4 0	5 5 0
South Africa 5% 1945-75	101	4 18 0	4 16 0
South Australia 5% 1945-75	98	5 2 0	5 2 0
Tasmania 5% 1945-75	98	5 2 0	5 2 0
Victoria 5% 1945-75	98	5 2 0	5 2 0
West Australia 5% 1945-75	98	5 2 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 6	—
Birmingham 5% 1946–56	102	4 18 0	4 17 0
Cardiff 5% 1945–65	101	4 19 0	4 19 0
Croydon 3% 1940–60	69	4 6 9	4 19 0
Hull 3½% 1925–55	78	4 9 9	4 19 0
Liverpool 3½% Redeemable at option of Corporation	74	4 14 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4 14 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63	4 15 3	—
Manchester 3% on or after 1941	63	4 15 0	—
Metropolitan Water Board 3% 'A' 1963–2003	63	4 13 9	—
Metropolitan Water Board 3% 'B' 1934–2003	64	4 13 6	—
Middlesex C. C. 3½% 1927–47	83	4 4 6	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	63	4 13 6	—
Stockton 5% 1946–66	102	4 18 0	4 18 0
Wolverhampton 5% 1945–56	101xd	4 19 0	4 17 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81	4 19 0	—
Gt. Western Rly. 5% Rent Charge	98	5 2 0	—
Gt. Western Rly. 5% Preference	93	5 7 0	—
L. & N. E. Rly. 4% Debenture	75	5 6 3	—
L. & N. E. Rly. 4% 1st Guaranteed	72	5 11 0	—
L. & N. E. Rly 4% 1st Preference	63	6 6 0	—
L. Mid. & Scot. Rly. 4% Debenture	78½	5 2 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	75	5 6 6	—
L. Mid. & Scot Rly. 4% Preference	69	5 16 0	—
Southern Railway 4% Debenture	79	5 1 0	—
Southern Railway 5% Guaranteed	97	5 3 0	—
Southern Railway 5% Preference	90	5 11 0	—

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EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

EX-CAPTAIN, five years W.D. service, 20 years London practice as architect and surveyor (dissipated by war and succeeding difficult times) urgently needs appointment, any capacity. Married, with family. Good qualifications and highest credentials. 3586

EX-CAPTAIN, married, 38, requires occupation (part or whole time), experience in school teaching, welfare work, church work, club work. Good organiser, book-keeping and other secretarial duties. Dis. 185

OLD HAILEYBURIAN, Ex-officer, R.E., 38, married, nine years' scholastic and business experience, travelled, fluent Spanish, some French, urgently seeks post of any kind offering prospects of advancement. 9650

EX-OFFICER, Lieut.-Colonel, Administration, seeks position of trust. Keen, energetic, sportsman used to country life, agriculture and estate work. Good organiser. Highest references. Dis. 252

EX-OFFICER, 42, Mercantile Marine and Navy, requires work on steam or motor yacht in any capacity from handy man to taking charge. Active, reliable, excellent testimonials and references. Knowledge of trawling. 2190

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MISS MARY LOUISA GORDON, formerly of Tunbridge Wells, later of Brighton, died 24th February last. Any person who has knowledge or custody of the WILL of the above is asked to communicate at once with Box 84, Solicitors' Journal, 29, Breams-buildings, E.C.4.

NEWMAN.—If any of the Children of the late SUSAN REBECCA NEWMAN (née Baker) will communicate with Mooring, Aldridge & Haydon, Solicitors, Westover Chambers, Bournemouth, they will be obliged.

WILLIAM THOMAS WILLIAMS, deceased.—Information is required as to the persons entitled on the intestacy of WILLIAM THOMAS WILLIAMS, licensee of The Crooked Billet public-house, Wimbledon, who died there on the 30th May, 1880.—Godfrey J. Freeman, 4, New-court, Carey-street, London, W.C.2.

CHARLES HARBORD COOK, deceased.—Late of 8, Clifford-street, Bond-street, W.1.—Any Solicitor or other person holding a Will of the above deceased or having knowledge of one having been signed is requested to communicate with Wallance & Wallance, 20, Essex-street, Strand, London, W.C.2, Solicitors for the next-of-kin.

CHANGE OF ADDRESS.

THE National Guarantee and Suretyship Association, Limited, announce that they are shortly removing their London Office from No. 5, Moorgate, London, E.C.2, to Granville House, Arundel-street, Strand, London, W.C.2.

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